

# Exhibit A

## **DISTRIBUTION AGREEMENT**

This Agreement ("Agreement") is made and effective this date of This Agreement ("Agreement") is made and effective this date of March 2, 2023 DT, by and between Trendz Beauty Academy ("Trendz Beauty") and Cut Creator

Danielle Towne

Trendz Beauty manufactures branded beauty products (LocN Gel) . Distributor wants to have exclusive rights to sell the Products to beauty supply stores in the Territory for the Term of the Agreement.

**NOW, THEREFORE**, it is agreed:

### **1. Grant of Exclusive Distribution Rights**

A. Trendz Beauty grants Distributor the exclusive right to sell the Products to beauty supply stores, salons and Salon Professional in the Territory for the Term.

B. Territory: The Territory includes:

Nationwide Distribution in the USA. Distributors are to purchase minimum 8 pallets or more monthly. The agreed upon price is : \$12 a unit/ per jar- 1200 units in a pallets. Dist. is grandfathered in for shipping paid by Trendz Beauty.

### **2. Identification of Products and Branding**

A. The Products:

LOC N – [ LocN Gel – Loc Twist Braids Wave Edge gel ]

B. The Branding: LOCN Gel

Trendz Beauty's Products are identified by means of certain trade names, trademarks, service marks, logos, copyrights, emblems and other indicia of origin that Trendz Beauty now designates and may hereinafter designate. The Branding includes the trade names, trademarks, service marks, logos, copyrights, emblems, packaging and label design and artwork, and other indicia of origin provided on the Products.

### **3. Distributor to Diligently Promote and Sell the Products**

A. Distributor shall be diligent and make commercially reasonable efforts to promote and sell the Products in the Territory according to the terms of this Agreement.

B. The parties do not intend to create a franchise relationship or partnership between them nor does the Agreement create a franchise or partnership.

#### **4. Limitations:**

A. The Products LOCN is subject to this agreement must be sourced from Trendz Beauty. Distributor shall not use the Products and Branding other than as identified and permitted under this agreement.

B. Distributor shall not relabel or rebrand the Products, or alter the Branding without express written permission of Trendz Beauty. Distributor shall not sell other products that have the Branding, or confusingly similar variations of the Branding, unless they are sourced from Trendz Beauty.

C. Distributor shall not sell Products or other products with Branding to retail consumers. Sales by Distributor is limited to beauty supply and Salon, Salon Professional stores located within the Territory.

D. All Bronner Brother Hair Shows ("Bronner Bros.") are grandfathered in for Danielle Towne ("Dist.") with first pick (should said party want to go to any one of them) but **MUST** notify Trendz Beauty 90 days (3 months) prior to date of Bronner Bros. shows.

E. The Website within possession of Danielle Towne is grandfathered in with the Authorization of Trendz Beauty to still be utilized by Dist.

F. Dist. is aware that every month over a 24-month period the minimum amount owed of \$9,202.91 to remove the balance of \$220,870 on the 16<sup>th</sup> of every month.

G. Dist. will be granted 60 days, once agreement is signed, to sell residual product that is in possession of Dist. before the ownership of Trendz Beauty was made.

#### **5. Term and Termination**

A. The term of this Agreement shall begin upon signing and shall remain in force and continue thereafter from month to month until either party gives to the other party at least sixty (60) days prior written notice of its intention to terminate, during which time Distributor shall continue to sell the Products in its possession in accordance with the Agreement.

B. Notwithstanding the foregoing, Trendz Beauty may terminate this Agreement without

prior notice in the event that Distributor defaults in any term of this Agreement which default is not cured within ten (10) days' notice from Trendz Beauty.

C. Upon termination of this Agreement, Distributor shall stop using and will not use or sell products having any of the Branding, trademarks, tradenames, logos, slogans, or other source identifiers, including any confusingly similar variations thereof. Distributor shall return any consigned Products to Trendz Beauty, and shall promptly pay Trendz Beauty for all Products not accounted for by Distributor.

## 6. Use of Marks

A. Distributor acknowledges Trendz Beauty's ownership of the Branding LOCN Gel , and any other names or marks licensed hereunder by virtue of the relationship with and Products sold by Trendz Beauty. Distributor further acknowledges that valuable goodwill is attached to such Branding, trade names, trademarks and service marks and that Distributor will use same only in the manner and to the extent specified by this Agreement.

B. Distributor acknowledges, and will not contest, Trendz Beauty's or any affiliate's exclusive ownership and rights to each and every aspect of the Product and Branding.

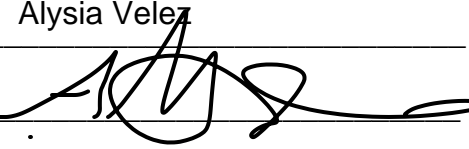
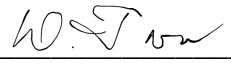
## 7. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the state of Pennsylvania, and the parties agree to be subject to jurisdiction of a court in such state, and that venue is proper.

IN WITNESS WHEREOF, the parties have executed this Agreement.

**Trendz Beauty:**

**Distributor:**

By: <u>Alysia Velez</u>	By: <u>Danielle Townes</u>
Name: <u></u>	Name: <u></u>
Title: <u>Account Manager</u>	Title: <u>Distributor</u>
Date: <u>March 3, 2023</u>	Date: <u>March 3, 2023</u>

## DISTRIBUTION AGREEMENT

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Omar Towne

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IN WITNESS WHEREOF, the parties have executed this Agreement.

**Trendz Beauty:**

By: 

Name: Alysia Velez

Title: Account Manger

Date: 02/02/23

**Distributor:**

By: 

Name: Omar townes

Title: Distributor

Date: 02/02/23